

# GENERAL TERMS AND CONDITIONS

General Terms and Conditions (hereinafter the "Conditions" only) of the company Lázně Luhačovice, a. s., located at Luhačovice, ZIP code 763 26, Lázeňské nám. 436, ID No.: 46347828, registered in the Regional Court in Brno, Section B, Entry 809 (hereinafter the "Spa" only) govern the contractual relation between the company Lázně Luhačovice, a.s., and an individual person booking the stay at the Spa (hereinafter the "Client").

## I. Booking of the stay, commencement of the contractual relation

The Client books the stay and relevant spa services, based on his/her own demand, in writing by post, e-mail, fax, electronically or submitted personally at the Spa.

The booking must contain:

- Name and surname, date of birth, address of the permanent residence, contact details (telephone, e-mail)
- Name of the package, length of the stay (number of nights), place of accommodation (hotel, villa or guesthouse) and room category
- The range of catering service
- Number of clients, nationality
- Other service as per individual demand of the Client (parking etc.)

The Spa reserves the right to change or specify unilaterally particular conditions of the stay before the contract is concluded.

The Spa reserves the right to refuse the booking if the Client, during his/her previous stay, seriously violated the internal regulations of the Spa facilities whose services he/she used.

The properly issued and submitted booking is binding for the Client. Contractual relationship (hereinafter the "contract" only) between the Client and the Spa is established with the confirmation of the booked stay. The contract is a commitment of the Spa to provide the Client with the booked stay in agreed amount and quality of all contracted services (hereinafter the "stay" only) and the Client's commitment to pay the agreed price to the Spa.

By submitting the booking to the Spa, the Client confirms that he/she is familiar with the Terms and Conditions and that he agrees with them. These Conditions form an integral part of the Contract. These Terms and Conditions apply unless the Contract or other written agreement between the parties contain other modifications. Individual parts of these Conditions can be changed or excluded in the Contract. The Conditions of the contractual relationship apply to all persons listed in the confirmed booking of the stay. Persons under the age of 18 can only stay when accompanied by an adult.

The Spa processes the Client's personal data as a data subject only for the purpose of fulfilling the Contract or contractual arrangements between the Spa and the Client and also for the purpose of fulfilling legal obligations. Except in cases of personal data processing according to the previous sentence, Spa may process the Client's personal data only on the basis of explicit, voluntary, free, specific, informed and unambiguous consent for the purpose stated in the Client's consent, which the Client is entitled to revoke at any time.

The consent or disapproval to the processing of the Client's personal data does not have any influence on the conclusion of the contract between the Spa and the Client. The Spa handles personal data and protects the Client's personal data from their publication and use by third parties, in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Regulation on the protection of personal data) and Act No. 110/2019 Coll. on personal data processing.

The principles of personal data processing by the Spa are available on the Spa's websites [www.LazneLuhacovice.cz](http://www.LazneLuhacovice.cz) and [www.HotelAlexandria.cz](http://www.HotelAlexandria.cz) (hereinafter referred to as the "Spa's websites").

## II. Rights and Obligations of the Client

The Client has the right to:

- Be fully informed by the Spa about the booked stay, i.e. its scope, dates and prices
- Be fully provided with the amount of service which he/she has booked, purchased and which was confirmed by the Spa.
- Cancel the confirmed booking any time before the beginning of the stay while respecting the cancellation policy according to the Art. XI of these Conditions
- Claim defects of provided services in compliance with the Complaints Procedure of the Spa published on the Spa's websites
- Submit a proposal for an out of court solution of the dispute to a designated entity of alternative dispute resolution, which is in this case Czech Trade Inspection: Central Inspectorate – ADR department  
Štěpánská 15, 120 00 Prague 2  
E-mail: [adr@coi.cz](mailto:adr@coi.cz) | [www.adr.coi.cz](http://www.adr.coi.cz)

The Czech Trade Inspection is a supervisory authority concerned in the protection of consumers, acting in accordance with the Law No. 64/1986 Coll., on the Czech Trade Inspection as amended, and other legislation. The website of the Czech Trade Inspection is [www.coi.cz](http://www.coi.cz).

The Client is obliged to:

- Specify fully and properly all requirements in the booking
- Pay the agreed price to the Spa by the required due date
- Comply with all internal regulations of the Spa facility which services the Client takes advantage of
- Behave in such a way as to avoid damage to health or property of the Spa and other clients
- Pay for any damage incurred to the Spa or other service providers by the Client or other persons who take advantage of the Spa services with the knowledge of the Client.

## III. Obligations of the Spa to the Client

The Spa is obliged to:

- Provide the Client with all information about the booked stay
- Arrange the stay for the Client in compliance with the concluded contract and binding legal regulations in general
- In case of the withdrawal from the concluded contract from the part of the Client, to pay the amount corresponding to the price difference between the already paid amount for the stay and the applicable cancellation fee within 14 days after receiving the written cancellation
- In case of the withdrawal from the concluded contract from the part of the Client due to force majeure reasons, to pay the agreed price of the stay without cancellation fees after receiving the cancellation, in this case the Spa sets a date for refunding the amount purchased for the stay cancelled due to force majeure reasons.

## IV. Prices of services and their payment

Prices of services provided by the Spa are mentioned in currently valid catalogues, special offer sheets, price lists (hereinafter the "price lists" only) and the Spa's website.

Prices of stays are stated in EUR including VAT and include services listed for a specific package within the stay. If the stay takes place over a period of two seasons, its price is calculated according to the number of days in each season. Prices are valid for a fully occupied room/studio/suite. In case of an individual Client's request for accommodation in a double room/studio/suite occupied by 1 person, the Client is obliged to pay a surcharge for an unoccupied bed in the amount of the other person's accommodation in the relevant double room/studio/suite according to the currently valid price list of the hotel accommodation.

No insurance is included in the prices of stays. For bank transfers, all charges are for the account of the Client. The prices of services not listed in the currently valid price lists or on the Spa's website will be communicated to the Client before placing the booking by the sales or hotel reception departments.

Discounts subsequently published by the Spa do not entitle the Client to be provided with a discount.

The date and method of payment will be prescribed by the Spa in the confirmation of the booked service. Payment means crediting the price to the Spa account. Payment is made by the Client in advance no later than 1 month before the start of the stay, unless otherwise stated in the confirmation of stay. If the stay is booked within 1 month or less before arrival, the Client is informed about the method of payment in the confirmation of stay, respectively when placing an order.

In case the stay is booked three days or less before the arrival of the Client, the Client can make the payment on site immediately after his/her arrival at the Spa.

During TOP season, an advance payment of 50 % of the value of the booked services is required. This amount is payable within 14 days after the confirmation of the stay. TOP season means stays between 20 December and 2 January following year (incl. this day) and in all other terms of the given year published in the currently valid price lists or on the Spa's website.

The Client can pay for the stay by following methods:

- In EURO using bank transfer or cash deposit to the following bank account of the Spa:
- Banker: Komerční banka, a.s.
- Account No. 27-770590297/0100
- Swift code: KOMBCZPPXXX
- IBAN: CZ390100000270770590297
- Lázně Luhačovice, a.s., Lázeňské náměstí 436, 763 26 Luhačovice, CZ
- Credit card payment on-line via internet
- Money voucher
- Credit card payment at the hotel reception
- Cash payment at the hotel reception

The stay of the Client or its part can be purchased by the employer or other company (hereinafter the "customer" only). In such case the Client needs to inform the Spa when submitting the booking of the stay; this is further invoiced in accordance with applicable regulations. In case it is not possible for time reasons to pay the stay in advance and the Client needs to pay the stay on site upon his/her arrival (by a credit card or in cash), the payment of the stay must be completed at the reception of the Spa facility before the first spa service is rendered.

## V. Gift / money vouchers

The condition for issuing a gift/money voucher for the stay is the prepayment of 100 % of its price. Only the services listed in the voucher can be obtained during the stay.

The minimum value of the voucher is published on the Spa's website. The voucher can be redeemed only during one stay. It cannot be applied in parts. Within one stay, it is possible to use more money vouchers, and the value of these is added up. The unused amount cannot be returned or paid back in cash.

If the value of the stay is higher than the financial amount stated in the voucher, the Client, or the recipient, must pay the money difference.

Purchased gift/money vouchers are non-refundable and must be used up during the validity period indicated on the voucher. In case of loss, damage or theft of the voucher, a new one is not issued.

The maximum validity of a gift/money voucher is 1 year from the date of issue.

## VI. Confirmation of the stay

The confirmation of the booking, issued by the Spa, entitles the Client to obtain the purchased services. The confirmation must contain: name and surname of the Client, date of the stay, name of the booked package and the accommodation facility, room category, number of persons, list of booked services, price and payment due date. The Client is obliged to control carefully all mentioned information on the confirmation of the booking and contact the sales department of the Spa immediately in case of any discrepancy found.

## VII. Arrival at the Spa / check-in

Upon arrival, the Client, at the reception of the accommodation facility of the Spa, shows his passport and confirmation of his/her stay. Due to the local healing indications, staying with dogs and other pets is not allowed in any of the Spa hotels. Smoking is prohibited in all Spa hotels and guesthouses.

## VIII. Contracted services

The room of the selected category is allocated to the Client exclusively by the sales department of the Spa. A specific room (room number) can be reserved by the Client for an extra fee according to the currently valid Spa price list. The fee for reserving a specific room is non-refundable. If there is only one room of the selected type and category in the given accommodation facility (eg suite, studio), the reservation fee does not apply. The due payment date of this reservation fee is 14 days from the date of confirmation of the stay. If payment is not settled by the due date, the Spa will automatically cancel the reservation of the specific room.

If the capacity of the Spa allows it, the Client can ask for a change of his room on spot. The fee for changing the room on spot is paid by the Client according to the currently valid Spa price list. The fee for changing the room is non-refundable.

It is not possible to change the treatment within packages with a fixed list of treatment (without medical consultation). The Client undergoes the treatment at his/her own risk. The Spa is not responsible for possible health risks, nor for drawing back from the booked treatment for health reasons.

It is not possible to change the treatments within packages with medical consultation. The treatment can only be changed for medical reasons as determined by the physician. Such change is free of charge. Any other change of treatment is possible for a supplementary fee as per the currently valid price list.

If the Client refuses any of the booked and purchased services for any reason (early terminated stay, some of the purchased services cannot be taken because of the current health condition or discovered contraindication etc.), he/she is not entitled to any financial compensation.

## IX. Booking a period of the stay without specification of the package

The Client can arrange a reservation of the period of the stay date without specifying the chosen package. Such reservation is charged according to the individual requirements of the Client and applies to stays of 21 nights or more. It must be submitted in writing and contain: name and surname, date of birth, residence, contact (telephone, e-mail), indication, date of arrival, place of accommodation (hotel, villa or guest house), room category.

The Spa reserves the right to refuse a reservation if the Client, during his/her previous stay, seriously violated the internal regulations of the Spa facilities whose services were used.

For booking a period of stay without specification of the package, the Client pays a booking fee according to the currently valid price list. This fee is non-refundable and does not apply to a booking of a specific room. The due date of the payment of such booking is 14 days from the date of confirmation. If the payment is not made in time, the Spa will automatically cancel such reservation. Unless otherwise stated in the booking confirmation, the Client must place a binding booking no later than 42 days before the arrival.

## X. Change of the booking

A change in a confirmed booking means a change in the date or change of the package, its length, a change in the accommodation facility or room, a change of the range of catering service, a change in the method of payment. For each change of the already

confirmed reservation, the Client pays a handling fee of 4 EUR. An extension of already confirmed services is not considered a change of the booking.

If the Client makes a change in the booking, with the exception of changing the range of catering service within 27 or less before the arrival, such change is considered a withdrawal from the contract by the Client according to point XI. with the obligation to pay a compensation fee.

## XI. Withdrawal from the Contract and Cancellation Policy

The Client has the right to cancel the stay anytime, meaning to withdraw from the concluded contract. The withdrawal from the Contract (hereinafter the "cancellation" only) must be submitted by e-mail or other written form and provably delivered to the Spa. The Spa is entitled to require a compensation fee (hereinafter the "cancellation fee") which is determined by the number of days between the cancellation date and the beginning of the stay (day of arrival).

The cancellation fee is calculated from the total booked and purchased value of the stay with the following percentage rates:

Cancellation received	All year-round from 02.01. to 20.12. of the year except TOP season	TOP season according to Article IV of these Conditions
28 days or more before arrival	0 %	20 %
27 – 7 days before arrival	20 %	40 %
6 – 1 days before arrival	40 %	60 %
On the day of arrival, or if the cancellation was not submitted at all	100 %	100 %

The day of the cancellation means the day when the cancellation was notified to the Spa. The cancellation day is included in the calculation of the number of days influencing the amount of the cancellation fee; the first day of the stay is not included to this calculation. In case of a withdrawal from the contract, the Spa must make the bill clearing and return the amount of money purchased for the stay to the Client within 14 days, deducting the cancellation fee.

In case of a confirmed booking of a double room, where the second person cancels the reservation, the Client is obliged to pay a surcharge for the unoccupied bed. The amount of the surcharge is the same as the price for accommodation of a second person in such double room. The Client will be accommodated in a double room/ single use. The same conditions apply for cancelling one or more persons in a room with multiple beds.

If the Client postpones the stay and agrees with the Spa new dates for the stay, the cancellation fee is not charged only in case of following obstacles preventing the Client to come to the Spa on the original dates: sudden illness proved by medical confirmation, death of a family member (parents, spouse, child). The Client is obliged to arrive to the Spa for the stay in alternative dates latest 1 year from the original cancelled date for the rate valid in the alternative days of stay. This condition does not apply to TOP season according to Article IV. of these Conditions.

In case of withdrawal from the contract due to force majeure, such as natural disaster, epidemic - impossibility or substantial restriction of stay due to currently valid government or international measures, decisions of public authorities, closure of accommodation, substantial change of the package etc.) the Spa is obliged to offer to the Client another alternative period of stay for the originally agreed price or money voucher in the amount purchased for the stay.

The fear itself of a possible infection with an infectious disease is not a reason to cancel a stay without cancellation fees.

If the Spa does not agree with the Client due to force majeure on a stay in an alternative period or on a money voucher, the Client is entitled to a compensation in the amount purchased for the cancelled stay without any cancellation fees. In this case, the Spa sets a date for the refund of the amount purchased for the stay cancelled due to force majeure. For a stay during an alternative period, newly agreed conditions apply.

## XII. Final Provisions

These General Terms and Conditions come into force on 20.05.2021 and cancel all previously applicable Conditions. Contractual relations established prior to the effective date of these Conditions remain in force and shall be governed by the Conditions applicable at the time of their creation.

The General Business Conditions do not apply to group stays. A group means 10 or more people who book services of one same package, in one booking and purchase their stay by one payment. Conditions for a group reservation will be specified in a confirmation for group reservation.

Contractual relations between the contracted parties shall be governed by the law of the Czech Republic, with the jurisdiction of the courts of the Czech Republic. Any contractual relations not covered by the contract and by these General Terms and Conditions are governed by the Civil Code and other generally binding legal regulations.